

Switch is committed to maintaining the highest standards of conduct, and we follow the mantra that if you put good energy out, good energy will return. We rely on our vendors and service providers to support this commitment. These Business Partner Guidelines (these “Guidelines”) apply to all Switch business partner relationships, including vendors, contractors, resellers, consultants, suppliers and service providers, and each of their employees, agents and subcontractors (each, and collectively, a “Provider”). These Guidelines state our expectations of our Providers when conducting business with or on behalf of Switch, including with respect to legally compliant, ethical, humane and socially responsible business practices. The practices summarized below are not exhaustive. There may be other conduct not specifically listed that Switch considers unacceptable for a Provider. Switch may modify these Guidelines at any time, effective upon posting of the modified Guidelines to the following URL: <https://www.switch.com/guidelines/>.

Compliance, Diligence and Ethical Business Practices

At Switch, our business practices are based on honesty, integrity and compliance with the law. Providers are expected to adhere not only to these Guidelines but also to carry out their business activities in accordance with the highest standards of personal and professional integrity and ethics and in full compliance with laws, rules, and regulations applicable to their business (“Applicable Requirements”), along with the Provider’s own contracts, policies and procedures which do not contravene Applicable Requirements. We also expect Providers to maintain the highest standards of care, skill and diligence when providing any goods or services. Both Switch and Provider shall comply with Switch’s then current Acceptable Use Policy (“AUP”), which Switch may modify from time to time without additional consideration. Switch’s AUP is available at www.switch.com/aup. Transmission of any material in violation of any law, regulation or the AUP is strictly prohibited and constitutes a violation of these Guidelines and relevant contracts between Switch and each Provider. Providers are expected to review Switch’s [Code of Business Conduct and Ethics](#) and conduct themselves in accordance with the principles and values it sets forth.

Anti-Bribery and Corruption

Applicable Requirements include all applicable anti-bribery and corruption laws, such as the U.S. Foreign Corrupt Practices Act (FCPA), the U.K. Bribery Act 2010 and the OECD Anti-Bribery Convention. Providers must not engage in any corrupt or unfair practices or coerce or induce or to attempt to coerce or induce any individuals or entities up or down the services or supply chain in order to influence commercial conduct or to obtain an improper advantage in its business dealings.

Providers should never offer or provide any gift or entertainment to a Switch employee, family member, customer, or potential customer unless it:

- is reasonable and not extravagant,
- is appropriate under the circumstances and serves a valid business purpose,

- is customary and appropriate under U.S. and local customs and holidays,
- is not being offered for any improper purpose and could not be construed as a bribe or payoff, and
- does not violate any Applicable Requirements.

Notwithstanding the foregoing, conduct that is customary is not always ethical or legal. If a Provider has any questions or concerns about particular conduct, the Provider or the employee should contact their respective legal department to ensure compliance with law, regulation and policy.

Environmental Sustainability

Across all aspects of our business and through public policy initiatives, Switch promotes responsible environmental practices that seek to minimize our carbon footprint and protect the planet. These practices extend to our commitment to provide 100% renewable energy to customers across our data center footprint, helping them mitigate risks associated with changing climate conditions. More information on Switch's sustainability initiatives and policies can be found on our [Sustainability](#) website. Additional information on Switch's overall corporate sustainability practices can be found in the [Environmental Policies and Initiatives](#) portion of our ESG website. Switch expects its Providers to comply with all applicable environmental laws and to work to minimize any negative environmental impact from their operations, including reducing or mitigating emissions, increasing sustainable use of natural resources and reducing or eliminating waste.

Media

Providers must refer any media inquiries and communications arising from or relating to Switch or any Switch project to Switch. Any use of social media (for example, any form of online publishing and discussion, including blogs, wikis, file-sharing, user-generated video and audio, and social networks), by Providers must comply with Switch's branding and intellectual property policies and protocols, and these Guidelines.

Intellectual Property and Proprietary Information

Providers may only use Switch's intellectual property, proprietary information or rights related to the same to the extent expressly licensed under their contract with Switch. Providers should not infringe or misuse the intellectual property or proprietary information of Switch or others, or use any such property or information for the benefit of any person other than Switch without Switch's express written authorization. Intellectual property and proprietary information includes (but is not limited to) Switch's copyrights, patents, trademarks, trade secrets and other intangible property or confidential information. Providers must notify Switch of any unauthorized use of Switch intellectual property or proprietary information by a third party.

Security and Trust

Providers must not act or fail to act in any way whatsoever that may jeopardize or compromise the integrity, security, quality and privacy of Switch's systems, networks and facilities or information and data that is stored or accessible via such facilities. Physical security is key to Switch's commercial ethos; it is critical to Switch and to its customers' businesses. Any persons that are deemed not to have the full trust and support of any of the Switch senior team members may be denied access to any Switch system, network or facilities, including data centers, offices and construction sites. It is the responsibility of each Provider to perform all due inquiries into the past history of any person that accesses a Switch system, network or facility via such person's relationship with the Provider. Provider shall immediately notify Switch of any information about any person with access to a Switch system, network or facility arising from or relating to their relationship with Provider that would be revealed by due inquiry for a history of violence, crime, dishonesty, or moral turpitude, including substantiation or other similar complaints or charges and any convictions or arrests relating to such matters. Provider warrants to and covenants with Switch that: (i) Provider has performed all due background screenings to ensure compliance with the foregoing covenant; and (ii) all persons retained by Provider that accesses a Switch system, network or facility are eligible to hold employment and perform the services under applicable law and are legally fully able and authorized to perform the services in the geographic area where the services are to be provided.

Providers must give due regard and consideration to this when supplying goods or services to Switch. Providers shall be responsible for any actions or omissions by its employees and by any third parties it may engage in the supply of the goods or services to Switch. Providers must comply with all terms of the contract with Switch, these Guidelines and any other instructions or materials that may be communicated by Switch in relation to this issue. If a Provider knows or has any grounds for suspecting that there has been an actual or potential breach or compromise of Switch's security procedures or policies, the Provider must inform Switch immediately. The Provider, to the extent it is able to do so, should take action to minimize the effects of any potential or actual breach of security, having consulted with Switch.

Government Clients

Applicable Requirements include all laws, rules and regulations, including procurement regulations, and contract clauses that govern the acquisition of goods and services by a government entity or a government-owned entity, as well as entities that are government-controlled or subject to government procurement rules ("Government Clients"). Activities that may be appropriate when dealing with nongovernmental customers may be improper and even illegal when dealing with Government Clients.

A Provider is not eligible for the payment of fees or other compensation in connection with marketing to Government Clients the products and/or services provided by Switch if the Provider holds a contract with a Government Client under which the Provider advises on

the selection of products and/or services. In all other government transactions, as well as commercial transactions, a Provider must ensure before requesting fees or other compensation that such payment is permitted by all Applicable Requirements as well as authorized by such applicable agreement with Switch.

If either by law or under the terms of an agreement with Provider's client, the Provider is required to disclose the potential fee or other compensation, or if the Provider's client is a government-owned entity, such Provider must notify such client, in writing, that it may receive a fee or other compensation from Switch for the subject transaction and, for a government-owned entity, the notice must also describe the Provider's role in marketing the products or services provided by Switch.

Some Government Clients may require the Provider to formally register with them prior to engaging in any lobbying or marketing activities. If a Provider violates any of these requirements or other applicable law, Provider is responsible for such violations, and Switch is not liable to pay such Provider any compensation for the subject transaction. If any compensation has already been made, such Provider must repay it promptly and Switch may terminate such Provider's agreement. Because applicability of legal restrictions may depend on the provisions of the Provider's contracts and subcontracts, and other circumstances of a transaction that may be known only by a Provider, it is the Provider's responsibility to determine in each instance whether a potential fee or benefit is permitted, and whether such registration and/or disclosure is required.

Conflicts of Interest

Providers should avoid the appearance of or actual improprieties and/or conflicts of interests. If a Provider's employee has a family member or relative who works for Switch, the Provider or Switch employee must disclose that relationship to Switch.

Insider Trading

Applicable Requirements include securities laws and regulations. Providers may never use any confidential, non-public information obtained in the course of their relationship with Switch for the personal benefit of the Provider, their employees or any other person. These restrictions apply to family members, friends, and associates.

Competition and Fair Dealing

Providers should never propose or enter into any agreement with a competitor to fix margins, prices or contractual terms or to divide the market in any way. Switch expects its Providers and their employees to compete fairly and ethically for all business opportunities. A Provider's employees involved in the sale of products and services provided by Switch must ensure that all statements, communications, and representations to clients are accurate, complete, and truthful. Similarly, a Provider must not make or attempt to make any unauthorized commitments on behalf of Switch or clients, nor inappropriately implicate or involve Switch in any dispute with clients or others.

A Provider should not defame or disparage Switch, other Switch business associates, competitors or clients.

Employment Practices

Providers must be committed to equal employment opportunity and a safe, harassment-free and coercion free workplace. All Providers must not tolerate discrimination or harassment against any individual or group based on race, color, sex, pregnancy, age, national origin, religion, language, social origin, disability, genetic information, sexual orientation, veteran status, gender identity, trade union membership or other characteristic protected by Applicable Requirements. Providers should provide a safe, productive and secure work environment for their employees and provide safety training where appropriate.

Diversity and Inclusion

Fostering diversity and inclusion in Switch's customer and employment ecosystems is a key business imperative for Switch. We value the innovation inherent in diversity of thought, gender, gender expression, age, race, religion, color, ethnicity, disability, family or marital status, national origin, physical or mental ability, political affiliation, sexual orientation, socio-economic status, veteran status. Switch is also committed to providing opportunities for qualified businesses owned by people of diverse backgrounds to participate synergistically with our company. We encourage diversity through the use of a broad range of Providers to provide the goods and services we use in the communities we serve whenever possible.

Human Rights

Respect for, and commitment to human rights is a fundamental part of Switch's culture. Switch is committed to protecting and preserving human rights, as defined in the United Nations Universal Declaration of Human Rights. We have set forth our commitment to human rights in Switch's [Human Rights Statement](#).

Switch is committed to working with Providers who share our fundamental values and demonstrate their own commitment to promoting and protecting individual human rights. We expect our Providers to treat their employees, agents, customers and businesses with respect and dignity, free from abuse, harassment or discrimination based on any status, condition or category protected by law. Providers must fully comply with all applicable labor, health and safety, anti-discrimination, anti-retaliation and other workplace laws, including those addressing equal pay, child labor, forced labor, slavery and human trafficking, and wage and hour laws.

COVID-19 Protocols

Switch has established a set of mandatory safety practices to protect employees and any other guests to prevent the spread of COVID-19. To ensure the safety of all visitors, Switch expects Providers to comply with these same protocols while visiting or performing on-site work within Switch premises. Signage is posted throughout all Switch data centers, offices, and warehouses as a reminder to abide by our social distancing and other safety related protocols.

Financial Integrity, Accounting and Recordkeeping

Accurate and reliable financial and business records are of critical importance for all enterprises. Providers must not engage in any actions that could result in conveying false or inaccurate financial or business information to Switch or any third parties. Providers must ensure that all submissions made to Switch (for example, orders, sales reporting, special bid requests, resellers involved, rebates, and reimbursement requests) are complete and accurate. Providers are to comply with the lawful directives of government officials, public entities and other relevant authorities that may need to inspect documents or to obtain information pursuant to Applicable Requirements.

Reporting

Providers and employees are strongly encouraged to immediately report to Switch any conduct, including conduct of any Switch employee, that they believe in good faith to be an actual, apparent or potential violation of these Guidelines or any documents referenced in these Guidelines to Switch's independent Ethics Hotline at 1.844.440.0097 or submit an email report to the Ethics Hotline website at reports@lighthouse-services.com (must identify Switch in the email). Prompt reporting of misconduct is in the best interest of everyone and helps ensure our continued ethical business relationship. Switch expects the Provider to assist with any investigations of an incident or situation that such Provider reports. Providers shall not retaliate against their employees who report compliance or other ethical issues learned during the course of work performed for Switch or who cooperate in good faith with the investigation of such a complaint. Reporting false information to Switch may result in Switch's termination of such Providers relationship(s) with Switch, including all related contracts.

Choice of Law

This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of Nevada, excluding its conflict of law rules and the parties hereby consent to the exclusive jurisdiction of the state courts located in and for the County of Clark, Nevada. All Provider's agree that given the mission critical nature of Switch's services, Switch has the right to and Provider consents to a preliminary injunction, in the event of a breach of or violation of these Guidelines. Provider further covenants to pay Switch's attorneys' fees in the event such breach or violation gives rise to legal action.

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